

**VOLUNTARY CLEANUP CONTRACT
14-6303-NRP**

**IN THE MATTER OF
FIBER INDUSTRIES SITE/SE PORTION, GREENVILLE COUNTY
and
GREENBRAND, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and GreenBrand, LLC with respect to the Property located at 36, 38, 40 and 44 Market Point Drive, Greenville, South Carolina. The Property includes approximately 12.3 acres identified by Tax Map Serial Numbers 0547010101629 (7.839 acres), 0547010101637 (2.79 acres), 0547010101638 (1.7 acres), 0547010101639 (0.27 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 10, 2014 and any amendments thereto, by GreenBrand, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "GreenBrand" means GreenBrand, LLC
- B. "Beneficiaries" means GreenBrand's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is

subject to the ownership, prospective ownership, or possessory or contractual interest of GreenBrand or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Owners and operators on the Property are as follows:

Point Development, LLC	2003 to Present
CICC Associates Ltd. Partnership	2001 to 2003
Lau, LLC	2001
CICC Associates Ltd. Partnership	1998 to 2001
Celanese Fibers, Inc.	1986 to 1998
Celanese Corporation	1984 to 1986

Hoechst Celanese Corporation (a/k/a Fiber Industries) 1963 to 1984

- B. Property and surrounding Areas: The Property is located in a densely developed commercial area of Greenville, South Carolina. It is comprised of 12.3 acres within a former industrial facility. The Property is generally bounded by the former manufacturing building to the north with commercial properties beyond, Market Point Drive and commercial property beyond to the east, former industrial property followed by residential property to the south, and former industrial property followed by residential property to the west.

The Property was undeveloped agricultural fields or pastureland prior to construction of a manufacturing plant by the Hoechst Celanese Corporation (HCC). The HCC facility, also known as Fiber Industries, was constructed in 1963 and began operations in 1964 as a manufacturer of nylon yarn. Production of polyester yarn was added in 1971. Production ceased in 1981 and the HCC facility closed in 1987. The overall HCC facility included a large production building and surrounding smaller structures and areas in support of the manufacturing operations. The large production building was not located on the Property. Manufacturing support structures once located on the Property included a Construction Shop, a parking area and a railroad line along the southern Property boundary. By 2003, the Property was cleared and graded, and Market Point Drive was constructed along the southern Property boundary. The Property is currently vacant with sparse vegetation and debris areas including a pile of lumber, wood and household debris and areas of construction/demolition debris.

- C. Investigations/Reports: Environmental evaluation of the HCC facility under

CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) began in 1981. A 1989 CERCLA Site Inspection recommended further environmental assessment. HCC conducted soil and groundwater assessment followed by remediation activities in the late 1980's. Early environmental assessments of the HCC facility indicated three main source areas of soil and groundwater contamination at the facility including a Former Landfill/Laydown Area, the Chlorobenzene Area, and the Dowtherm Area, none of which are located on the Property. One groundwater monitoring well was installed on the Property in 1990 and sampled annually through 1997 for VOCs, SVOCs and Metals with no detections.

In 1990, HCC entered into Consent Order #90-09-SW with the Department to address groundwater contamination believed to have been caused by migration of contaminants from the Landfill/Laydown Area. The order required HCC to address the onsite groundwater contamination via the performance of the Remedial Investigation/Feasibility Study and the construction and operation of a groundwater extraction and treatment system.

On January 5 2001, CNA Holdings, a subsidiary of HCC, entered into responsible party Voluntary Cleanup Contract (VCC 00-4782-RP with the Department to complete the ongoing groundwater remediation projects. The VCC required a long-term site wide groundwater monitoring and groundwater remediation plan for remediation of the chlorinated solvent plume extending from the former Landfill/Laydown Area, the Chlorobenzene Area, and the Dowtherm Area. Evaluation of groundwater and soil is ongoing under VCC 00-4782-RP.

- D. Land Use Restrictions: On February 10, 1998, CNA Holdings (as HNA Holdings, Inc.) recorded a land use restriction against permanent or multifamily residential

use on tracts located west and northwest of the facility as defined by Tract A (18.22 acres), Tract D (16.5 acres) and Tract E (38.7 acres) (Greenville County Deed Book 1746, Page 281). There is no recorded document restricting land use on the Property.

E. Applicant Identification: GreenBrand is a state of Georgia limited liability company with its principal place of business located at 3328 Peachtree Road, Suite 100, Atlanta, Georgia, 30326. GreenBrand affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: GreenBrand plans to acquire and develop the Property with a 245 unit multifamily apartment community.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. GreenBrand certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. GreenBrand also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. GreenBrand agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by GreenBrand, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project

manager. A Report of the assessment results shall be submitted by GreenBrand, or its designee in accordance with the schedule provided in the initial Work Plan. GreenBrand acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. GreenBrand agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, GreenBrand may seek an amendment of this Contract to clarify its further responsibilities. GreenBrand shall perform all actions required by this Contract, and any related actions of GreenBrand's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). GreenBrand shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective

measures activities consistent with the following:

- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
- b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds, including Dowtherm compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection

levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of GreenBrand's consulting firm(s), analytical laboratories, and GreenBrand's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). GreenBrand shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify GreenBrand in writing of approvals or deficiencies in the Work Plan.
- 8). GreenBrand, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). GreenBrand shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). GreenBrand shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). GreenBrand shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the

Site. GreenBrand shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). GreenBrand shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, GreenBrand shall expeditiously stabilize or remove the Segregated Source from the Property

- 3). GreenBrand shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. GreenBrand shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). GreenBrand shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). GreenBrand shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to GreenBrand, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). GreenBrand shall collect and analyze a minimum of 26 soil samples from 14 locations on the Property. GreenBrand shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each location unless otherwise specified below:
 - a). A surface soil sample shall be collected from a presumed background location. The sample shall be analyzed for TAL metals.
 - b). GreenBrand shall divide the Property into one acre grids, and collect one surface soil sample and one subsurface soil sample from each grid. Subsurface soil samples should target native soil if there is evidence that fill dirt has been placed on the Property.
 - c). One composite soil sample shall be collected from the soil berm located

on the easternmost parcel. The soil sample shall be analyzed for TAL metals and TCL SVOCs.

- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs including Dowtherm compounds (1,1-Biphenyl, CAS# 92-52-4 and Diphenyl ether, CAS# 101-84-8). Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs including Dowtherm compounds. Twenty percent of surface and subsurface samples shall be analyzed for TCL PCBs. Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). GreenBrand shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of seven permanent monitoring wells to be installed to bracket the water table. Specific locations shall be as follows:
 - a). a location presumed to be hydraulically downgradient of potential off Property contaminant sources;
 - b). a location presumed to be downgradient of the area with no vegetation on Parcel 0547010101629.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs including Dowtherm compounds. One groundwater sample shall be analyzed for the full TAL/TCL parameters including Dowtherm compounds.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). GreenBrand shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.
- 2). GreenBrand's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow GreenBrand to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). GreenBrand shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10^{-6} risk

calculated for residential exposure. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). GreenBrand shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). GreenBrand shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). GreenBrand shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
 - c). GreenBrand may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be

conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, GreenBrand shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, GreenBrand shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). GreenBrand shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). GreenBrand shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be

abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. GreenBrand shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). GreenBrand agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by GreenBrand.

PUBLIC PARTICIPATION

6. GreenBrand and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by GreenBrand.
 - B. GreenBrand shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by GreenBrand, LLC under Voluntary Cleanup Contract 14-6303-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact

information, including telephone number and address, for a representative of GreenBrand. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). GreenBrand shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). GreenBrand agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). GreenBrand shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, GreenBrand shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. GreenBrand shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days after GreenBrand takes title to the Property and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;

- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. GreenBrand shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. GreenBrand shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. GreenBrand or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil, and the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58 for groundwater. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to GreenBrand. An authorized representative of GreenBrand or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. GreenBrand or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. GreenBrand or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, GreenBrand or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for GreenBrand or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). GreenBrand or its Beneficiaries shall ensure that the restrictions established

by the Declaration remain on any subdivided property.

- 2). GreenBrand or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after GreenBrand acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. GreenBrand or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to GreenBrand shall be submitted to GreenBrand's designated contact person who as of the effective date of this Contract shall be:

Michael C. Hoath, President
Greenbrand, LLC
3328 Peachtree Road, Suite 100
Atlanta, GA 30326

FINANCIAL REIMBURSEMENT

11. GreenBrand or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to GreenBrand on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Michael C. Hoath, President
Greenbrand, LLC
3328 Peachtree Road, Suite 100
Atlanta, GA 30326

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. GreenBrand agrees the Department has an irrevocable right of access to the Property for environmental response matters after GreenBrand acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall

extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to GreenBrand or its Beneficiaries for the Property under this Contract as follows:

- A. GreenBrand or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that GreenBrand or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that GreenBrand or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall

be automatically revoked if GreenBrand or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. GreenBrand or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. GreenBrand shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, GreenBrand, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. GreenBrand or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. GreenBrand and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property

allowing residential occupancy.

C. If the Certificate of Completion has not been issued, GreenBrand or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, GreenBrand or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the

Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. GreenBrand, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide GreenBrand or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in GreenBrand's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of GreenBrand or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by GreenBrand or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or

knowing failure to disclose material information;

- 6). Failure by GreenBrand or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by GreenBrand or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of GreenBrand's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should GreenBrand or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by GreenBrand or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of GreenBrand or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and

other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. GreenBrand and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue GreenBrand and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by GreenBrand or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by GreenBrand or its Beneficiaries. The Department retains all rights under State and Federal laws to compel

GreenBrand and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by GreenBrand or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than GreenBrand and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than GreenBrand and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY GREENBRAND

19. GreenBrand retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. GreenBrand and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, GreenBrand and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. GreenBrand and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by GreenBrand or its Beneficiaries. GreenBrand and its Beneficiaries shall make

this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY GREENBRAND AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, GreenBrand and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

GREENBRAND, LLC

BY:

DATE:



12-4-14

Michael Hoath MEMBER,
Printed Name and Title

APPENDIX A

GreenBrand, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

September 10, 2014



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name GreenBrand, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Michael C. Hoath	President	mhoath@brandproperties.net
Name	Title	Email
3328 Peachtree Road Suite 100	770-277-8434	
Address	Phone1	Phone2
Atlanta	GA	30326
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
R. Brand Morgan	Manager	(770) 963 - 9223	rbm@brandproperties.net	<input type="checkbox"/>
Centa Properties, LLC	Member	(770) 277 - 8434	mhoath@brandproperties.	<input type="checkbox"/>
Derek Kahn	Member	(678) 226 - 7871	dkahn@brandproperties.n	<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

3328 Peachtree Road	Suite 100
Street address	Suite Number
Atlanta	GA 30326
City	State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (If different from Authorized Signatory)	Title
Street Number or PO Box	Phone1 Phone 2
City State Zip	Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Atlanta, Georgia (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
GreenBrand Capital, LLC	
Centa Properties, LLC	
Derek Kahn	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 36, 38, 40 and 44 Market Point Drive, Greenville, South Carolina

b. County Greenville

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greenville
(town/city)

10. List any Companies or Site names by which the Property is known

CICC Associates, LP

Point Development, LLC

11. Total Size of Property Covered by this Contract +/-12.308 Acres

12. How many parcels comprise the Property? 4

13. Current Zoning (general description)

C-3: Regional commercial district. The C-3 district is intended to establish and preserve distinct areas for regional retail shopping centers. The district typically is located along major arterials. Residential uses are allowed; light manufacturing uses may be allowed.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# 0547010101629
b. Acreage +/- 7.839
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Dr
Greenville, SC 29607

e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1994
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0547010101639
b. Acreage +/- 0.27
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Dr
Greenville, SC 29607

e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1994
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0547010101638
b. Acreage +/- 1.7
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Dr
Greenville, SC 29607

e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1994
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0547010101637
b. Acreage +/- 2.79
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Dr
Greenville, SC 29607

e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1994
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The applicant intends to develop the property into a 245 unit multifamily apartment community.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 12
☐ No

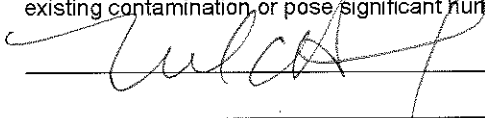
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ \$22,933,670.

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 1 / 12 / 15

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination, or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date
Terracon Consultants, Inc.

Company				
3534 Rutherford Road	Taylors	SC		29687
Address	City	State		Zip
Craig Eady	1099	864-293-7339	864-292-2901	cdeady@terracon.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
George Flores	19462	864-293-7342	864-292-2901	gkflores@terracon.c
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)
Morris, Manning & Martin, LLP
Firm
Gerald L. Pouncey, Jr. 404-504-7738
Attorney Phone 1 Phone 2
3343 Peachtree Road, NE Atlanta GA 30326 gpouncey@mmmlaw.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☒ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Terracon Consultants, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☐ The Following reports are attached:

Report Date Report Name Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

LOT 313 (TITLE PARCEL ONE)

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 7.841 ACRES AS SHOWN ON A PLAT ENTITLED, "ALTA/ACSM LAND TITLE SURVEY FOR PLANNERS AND ENGINEERS COLLABORATIVE, INC." PREPARED BY SITE DESIGN, INC. DATED 8/6/2014 AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN OLD 5/8" REBAR LOCATED ON THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, WHICH IRON PIN IS ± 1073.3 FEET FROM THE SOUTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146), THENCE RUNNING ALONG THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 62.13 FEET, A RADIUS OF 400.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 65-05-01 W 62.07 FEET TO AN IRON PIN OLD 5/8" REBAR, THENCE S 69-39-41 W 364.54 FEET TO AN IRON PIN OLD 5/8" REBAR, THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 129.00 FEET, A RADIUS OF 500.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 62-21-44 W 128.64 FEET TO AN IRON PIN OLD 5/8" REBAR, THENCE S 54-54-50 W 76.60 FEET TO AN OLD 'X' IN CONCRETE LOCATED AT THE COMMON CORNER WITH TIGER CREEK PARTNERS, LP (LOT 333) PROPERTY N/F, THENCE LEAVING THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE AND RUNNING WITH THE COMMON LINE OF SAID TIGER CREEK PARTNERS, LP (LOT 333) PROPERTY, N 35-01-14 W 447.29 FEET TO AN IRON PIN OLD 5/8" REBAR, THENCE N 09-56-56 E 84.86 FEET TO AN OLD MAG NAIL LOCATED ON THE COMMON LINE WITH RINGGOLD PARTNERS II LP PROPERTY N/F, THENCE RUNNING WITH THE COMMON LINE OF SAID RINGGOLD PARTNERS II LP PROPERTY, N 54-55-43 E 557.76 FEET TO AN IRON PIN OLD 5/8" REBAR LOCATED AT THE COMMON CORNER WITH CENTENNIAL POINT LLC PROPERTY N/F, THENCE RUNNING WITH THE COMMON LINE OF SAID CENTENNIAL POINT LLC PROPERTY, S 35-02-18 E 627.55 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 014-077 BEARING AN EFFECTIVE DATE OF JUNE 9, 2014.

LOT 421 (TITLE PARCEL TWO)

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 0.273 ACRES AS SHOWN ON A PLAT ENTITLED, "ALTA/ACSM LAND TITLE SURVEY FOR PLANNERS AND ENGINEERS COLLABORATIVE, INC." PREPARED BY SITE DESIGN, INC. DATED 8/6/2014 AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD MAG NAIL LOCATED ON THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, WHICH OLD MAG NAIL IS $\pm 1,766.1$ FEET FROM THE SOUTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146), THENCE RUNNING WITH THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, S 54-45-52 W 44.98 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED AT THE COMMON CORNER OF LOT 435, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE COMMON LINE OF SAID LOT 435, N 34-56-10 E 264.55 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED ON THE COMMON LINE OF TIGER CREEK PARTNERS LP, THENCE RUNNING WITH THE COMMON LINE OF SAID TIGER CREEK PARTNERS LP PROPERTY N/F, THENCE RUNNING WITH THE COMMON LINE OF SAID TIGER CREEK PARTNERS LP PROPERTY, N 54-56-28 E 45.00 FEET TO AN IRON PIN OLD 5/8" REBAR, THENCE S 34-55-58 E 264.41 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 014-077 BEARING AN EFFECTIVE DATE OF JUNE 9, 2014.

LOT 435 (TITLE PARCEL THREE)

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 1.699 ACRES AS SHOWN ON A PLAT ENTITLED, "ALTA/ACSM LAND TITLE SURVEY FOR PLANNERS AND ENGINEERS COLLABORATIVE, INC." PREPARED BY SITE DESIGN, INC. DATED 8/6/2014 AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 1/2" REBAR LOCATED ON THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, WHICH IRON PIN IS 1,811.1 FEET FROM THE SOUTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146), THENCE RUNNING WITH THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, S 54-56-29 W 279.66 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED AT THE COMMON CORNER OF LOT 440, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE COMMON LINE OF SAID LOT 440, N 34-57-08 W 264.55 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED ON THE COMMON LINE OF TIGER CREEK PARTNERS LP PROPERTY N/F, THENCE WITH THE COMMON LINE OF SAID TIGER CREEK PARTNERS LP PROPERTY, N 54-56-28 E 279.73 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED AT THE COMMON CORNER OF LOT 421, THENCE RUNNING WITH THE COMMON LINE OF SAID LOT 421, S 34-56-10 E 264.55 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 014-077 BEARING AN EFFECTIVE DATE OF JUNE 9, 2014.

PART LOT 440 (PART OF TITLE PARCEL FOUR)

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 2.495 ACRES AS SHOWN ON A PLAT ENTITLED, "ALTA/ACSM LAND TITLE SURVEY FOR PLANNERS AND ENGINEERS COLLABORATIVE, INC." PREPARED BY SITE DESIGN, INC. DATED 8/6/2014 AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 1/2" REBAR LOCATED ON THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, WHICH IRON PIN IS $\pm 2,090.7$ FEET FROM THE SOUTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY 146), THENCE RUNNING WITH THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, S 54-56-28 W 311.70 FEET TO IRON PIN SET 1/2" REBAR, THENCE S 48-05-42 W 40.75 FEET TO A POINT LOCATED AT THE COMMON CORNER WITH A PROPOSED R/W TRACT, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE COMMON LINE OF SAID PROPOSED R/W TRACT, WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 27.05 FEET, A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 79-05-15W 25.75 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 38.53 FEET, A RADIUS OF 107.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 80-14-05 W 38.32 FEET TO A POINT, THENCE WITH A CURVE TO THE RIGHT HAVING AND ARC LENGTH OF 24.20 FEET, A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 62-48-56 W 23.27 FEET TO A POINT, THENCE N 35-04-54 W 211.27 FEET TO AN IRON PIN OLD 1-1/2" CRIMP TOP LOCATED AT THE COMMON CORNER WITH POINT DEVELOPMENT LLC PROPERTY N/F AND TIGER CREEK PARTNERS LP PROPERTY N/F, THENCE RUNNING WITH THE COMMON LINE OF SAID TIGER CREEK PARTNERS LP PROPERTY, N 54-56-28 E 414.24 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED AT THE COMMON CORNER WITH LOT 435, THENCE RUNNING WITH THE COMMON LINE OF SAID LOT 435, S 34-57-08 E 264.55 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 014-077 BEARING AN EFFECTIVE DATE OF JUNE 9, 2014.

PROPOSED R/W TRACT (PART OF TITLE PARCEL FOUR)

ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE CITY OF GREENVILLE, GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 0.293 ACRES AS SHOWN ON A PLAT ENTITLED, "ALTA/ACSM LAND TITLE SURVEY FOR PLANNERS AND ENGINEERS COLLABORATIVE, INC." PREPARED BY SITE DESIGN, INC. DATED 8/6/2014 AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN IRON PIN SET 1/2" REBAR LOCATED ON THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, WHICH IRON PIN IS 2,443.2 FEET FROM THE SOUTHERN RIGHT OF WAY OF WOODRUFF ROAD (S.C. HIGHWAY NO. 46), THENCE RUNNING WITH THE NORTHERN RIGHT OF WAY OF MARKET POINT DRIVE, S 48-05-42 W 85.08 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE S 54-56-27 W 17.82 FEET TO AN IRON PIN SET 1/2" REBAR LOCATED AT THE COMMON CORNER WITH POINT DEVELOPMENT LLC PROPERTY N/F, THENCE LEAVING SAID RIGHT OF WAY AND RUNNING WITH THE COMMON LINE OF SAID POINT DEVELOPMENT LLC PROPERTY, N 34-59-19 W 279.55 FEET TO AN IRON PIN SET 1/2" REBAR, THENCE N 54-56-28 E 40.36 FEET TO AN IRON PIN OLD 1-1/2" CRIMP TOP LOCATED AT THE COMMON CORNER WITH TIGER CREEK PARTNERS LP PROPERTY N/F AND LOT 440, THENCE RUNNING WITH THE COMMON LINE WITH SAID LOT 440, S 35-04-54 E 211.27 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 24.20 FEET, A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 62-48-56 E 23.27 FEET TO A POINT, THENCE WITH A CURVE TO THE RIGHT HAVING A LENGTH OF 38.53 FEET, A RADIUS OF 107.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 80-14-05 E 38.32 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT HAVING A LENGTH OF 27.05 FEET, A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 79-05-15 E 25.75 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY REFERRED TO IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 014-077 BEARING AN EFFECTIVE DATE OF JUNE 9, 2014.